

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----x
JEANA K. REINBOLD solely as Chapter 7
Trustee of the Estate of Sandburg Mall Realty
Management LLC,

Plaintiff,

17-cv-06468-RJS

- against -

MEHRAN KOHANSIEH, a/k/a MIKE KOHAN,
a/k/a MIKE KOHEN, d/b/a KOHAN RETAIL
INVESTMENT GROUP, MICHAEL KHAKSHOOR,
YOUSEF KHAKSHOOR and NORTH PARK
REALTY MANAGEMENT LLC,

Defendants.

-----x
STIPULATION TO DISCONTINUE

WHEREAS, Plaintiff Jeana K. Reinbold (“Trustee”) and Mehran Kohansieh, a/k/a Mike Kohan, a/k/a Mike Cohen, d/b/a Kohan Retail Investment Group, Michael Khakshoor, Yousef Khakshoor and North Park Management, LLC (collectively “Defendants”) filed an adversary proceeding on March 25, 2008, alleging the Defendants were jointly and severally liable for damages relating to the use of funds Debtor in the amount of \$6.75 million on or about March 25, 2008 for the purchase of property located at 17117 West Mile Road in Southfield, Michigan of the benefit of the Defendants; and

WHEREAS, the parties are interested in resolving the issues alleged in the complaint in this action, and have negotiated in good faith for that purpose; and

WHEREAS, none of the parties to the above-captioned action is an infant or incompetent person; and

WHEREAS, the parties in the above-captioned action wish to discontinue the litigation;

IT IS HEREBY STIPULATED AND AGREED by and between the parties and/or their respective counsel as follows:

1. The parties hereby agree that the above-captioned action is dismissed and discontinued with prejudice, as to the named defendant(s), pursuant to Rule 41(a) of the Federal Rules of Civil Procedure.
2. Any and all of the claims by the plaintiff's which are the subject of this action or otherwise arise out of any of the incidents alleged in the Amended Complaint are hereby settled in full satisfaction of all claims for damages, costs, disbursements and legal fees.
3. Nothing in this So Ordered Stipulation of Settlement shall be construed as an admission or concession of liability whatsoever by any of the defendants regarding any of the allegations made by the plaintiff in the Complaint.
4. This Stipulation of Settlement and any Order entered thereon shall have no precedential value or effect whatsoever and shall not be admissible in any other action or proceeding as evidence or for any other purpose except in an action or proceeding to enforce this Stipulation of Settlement.
5. This So Ordered Stipulation of Settlement embodies the entire agreement of the parties in this matter.
6. The parties mutually agree that they will not disparage one another.

7. The parties agree that this stipulation may be executed in counterparts, and that a copy of this stipulation may be filed via ECF without further notice and deemed an original.



Attorney for Plaintiff
Tracy L. Klestadt, Esq.
Klestadt Winters Jureller Southard & Stevens, LLP
200 West 41 Street, 17th Floor
New York, New York 10036



Attorney for Defendants
Thomas A. Farinella, Esq.
260 Madison Avenue, 8th Fl
New York, New York 10016

SO ORDERED:

United States District/Magistrate Judge

Dated: New York, New York

, 20__